

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 10	
2. Amendment/Modification No.  P00001		3. Effective Date  2003MAR19		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-LC-AL-P SUE STONER (586)574-8350 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: STONERS@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342		Code S2404A	
				SCD C PAS NONE ADP PT HQ0338			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  RADIAN INC. HUNTWOOD PLAZA, SUITE 725 5845 RICHMOND HWY ALEXANDRIA, VA 22303-1865  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-F-0057	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2002SEP25	
Code 2R341		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) MICHAEL T. FINNELL FINNELLM@TACOM.ARMY.MIL (586)574-8361			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2003MAR19	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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SECTION A - SUPPLEMENTAL INFORMATION

Modification P00001

1. Modification P00001 is issued to add Performance-Based Payments to the contract and extend the period of performance. As a result, the contract is modified as follows:
- a. Section B, the completion dates for CLINs 0001AA, 0001AB and 0002AA are extended to 25 Nov 03.
  - b. Section C, paragraph C.2.0 is revised to show the period of performance is changed from "twelve months after award of the task order" to "fourteen months after award of the task order."
  - c. Special Provision G.1, "Administration of Performance-Based Payments" is added to the contract.
  - d. Section J - "List of Attachments" is added to the contract.
  - e. Attachment 001, "Phase II, Radian Inc.-Performance-Based Payment Milestones" is added to the contract.
2. All other terms and conditions of this contract are unchanged.

\*\*\* END OF NARRATIVE A 002 \*\*\*

Name of Offeror or Contractor: RADIAN INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT				
0001AA	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS								
	<u>SERVICES LINE ITEM</u>				\$ 1,555,129.00				
	NOUN: LAV/OSD IDE-PHASE II								
	PRON: T122T1144K PRON AMD: 03 ACRN: AA								
	CUSTOMER ORDER NO: M6785402MP91B83								
	<u>Inspection and Acceptance</u>								
	INSPECTION: Origin ACCEPTANCE: Origin								
	<u>Deliveries or Performance</u>								
	DLVR SCH PERF COMPL								
	<table><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>25-NOV-2003</td></tr></table>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	25-NOV-2003		
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>							
001	0	25-NOV-2003							
	\$ 1,555,129.00								

Name of Offeror or Contractor: RADIANT INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<div>SERVICES LINE ITEM</div> <div>NOUN: OSD WORKFLOW PRON: T122T1104KPRON AMD: 01ACRN: AB CUSTOMER ORDER NO: M6785402MP91071</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 001025-NOV-2003</div> <div>\$39,524.00</div>				\$39,524.00

Name of Offeror or Contractor: RADIANT INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<div>SERVICES LINE ITEM</div> <div>CLIN CONTRACT TYPE: Cost Contract NOUN: OSD PHASE II TRAVEL PRON: T122T1134K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M6785402MP91B83</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPLETION REL CD QUANTITY DATE 001 0 25-NOV-2003</div> <div>\$ 44,980.00</div>				\$ 44,980.00

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**Name of Offeror or Contractor:** RADIAN INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PM-LAV  
INTEGRATED DATA ENVIRONMENT (IDE) UPGRADE PROGRAM  
PHASE 2

- C.1.0 SCOPE OF WORK: The purpose of this Scope of Work (SOW) is to acquire technical support services for design, development, and implementation of expanded/increased functional capabilities for the PM-LAV/OSD IDE developed under Task Order DAAE07-01-F-0041 to contract GS-35F-0695J. The objective is to expand weapon system life-cycle support capabilities beyond the current IDE infrastructure. At the same time, this effort will leverage current PM-LAV IDE capabilities and develop and deliver new functionalities that can be applied as a template for implementation across all of MARCORSYSCOM/MATCOM in regards to weapon life-cycle management.
- C.2.0 PERIOD OF PERFORMANCE: The period of performance is fourteen months after award of the task order.
- C.3.0 PROJECT PLAN: The contractor shall develop and implement a management plan to control and direct the execution of this program. Initial review of this plan by all affected parties shall be within 15 working days of award of this task order and will take place at a mutually agreed upon location.
- C.4.0 CONTRACTOR TASKING: The contractor shall identify, design, develop, configure, or customize and implement enhanced IDE functionality in support of PM LAVs/MARCORSYSCOM weapon system life-cycle support responsibilities.
- C.4.1 IDE FUNCTIONALITY: The contractor shall analyze, design, develop, and implement enhanced IDE functionality based on; 1) Requirements Analysis, dated 14 January 2002, delivered under the PM-LAV/OSD IDE task order 2) lessons learned from the Operational Evaluation and Review Phase of the PM-LAV/OSD IDE project and; 3) performing a new Requirements Analysis on PM-LAV identified functionality; 4) a best in class review of other systems/programs/methodologies both inside and outside of the Marine Corps and Department of Defense related to total life cycle management.
- C.4.2 PORTAL SOFTWARE: The contractor shall review current industry portal software technology and compare and contrast that technology with current LAV-IDE capabilities. This review will incorporate integration capability with the GCSS-selected Oracle suite of products used to develop the GCSS War fighter Portal as well as other legacy systems that affect the Program Managers business processes to provide total life-cycle management of a weapon system. The deliverable shall be in the form a studies and analysis report providing a set of recommendations, a suggested selected course of action and final delivery of a fully functional portal solution that is compatible with the GCSS Oracle suite. Under this effort, the contractor shall also be required to develop and implement usability improvements to the current portal as directed by PM-LAV. Examples of such usability improvements include methods to reduce the number of clicks required to access information or functionality; reduction in the number of portal pages through use of pull down menus, etc.; and improvements in look and feel of the portal. The contractor may be required to implement and/or add-on new commercial software products as part of this effort, if the current software does not allow this application.
- C.4.3 EXPAND IDE USER BASE: The contractor shall review lessons learned from the PM-LAV/OSD IDE and current and enhanced IDE functionality and recommend/implement/deliver an expanded IDE user base to achieve maximum benefits across the enterprise. Issues to be addressed include OSD, Services, Command Information Technology policies concerning internal and external access to the PM-LAV IDE (e.g., firewalls, browser security settings and access by other .mil services. This includes the implementation of approved recommends that will expand the IDE user base e.g., changes in user browser settings and firewalls that will maintain desired security while at the same time expand access to the IDE and modifications to current web parts and tailored IDE features that will also expand IDE access. The recommended solution must not be cost prohibitive.
- C.4.4 BUSINESS PROCESS REENGINEERING: The contractor shall implement Business Process Reengineering (BPR) improvements as directed by PM LAV, based on PM-LAV conducted BPR studies. Such processes improvements, as implemented through the portal, may include: system acquisition support, supply/maintenance integration, autonomic logistics, diagnostic/prognostic processes, legacy systems compatibility/integration, USMC enterprise applicability, knowledge management based concepts and product data management (PQDR, ECP, CM, etc.).
- C.4.5 LEGACY SYSTEM INTEGRATION: The contractor shall evaluate various legacy systems for either seamless access to or integration into the IDE e.g., supply and maintenance systems - the PM-LAV crack database; Material Resource Planning (MRP); DIFMS, DLA, FedLog, ItemApps, Provisioning Master Record, LMIS and product data management systems - LMI/LSAR, JEDMICS, CMIS, MEARS, SCOPE, Logistics Data Repository (LDR), etc., along with future USMC Enterprise functionalities/enhancements. The contractor shall integrate the Electronic Maintenance Mentoring System (EMMS) system developed under a separate PM-LAV contract into the portal. The contractor shall coordinate with the EMMS development contractor to share information and plan for integration of the EMMS into the portal. The contractor will analyze and develop/deliver workable solutions that are in keeping with local, USMC, USA and DOD enterprise wide published security constraints/requirements so that the solution will continue to be portal based and web accessible. These Analysis Reports shall become part of the Requirements Analysis Report for the IDE program. The contractor will implement the Government-selected integration solution.
- C.4.6 INTERACTIVE COURSEWARE: The contractor shall evaluate current industry technology for design, developing, and implementing Interactive Courseware via an IDE. This evaluation shall be documented in a Studies and Analysis Report, in government defined format, with the results included in the Requirements Analysis Report. Additionally, the analysis shall review, and make recommendations as

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needed, to the Marine Corps Interactive Training Standard. The contractor shall coordinate this requirement with the PM LAV School House to ensure a fully coordinated training solution is developed for all users. Contractor will deliver a fully functional LAV solution that easily capable of being leveraged across MARCORSYSCOM.

C.4.7 SYSTEM ACQUISITION SUPPORT: The contractor shall evaluate expanding the current PM LAV/OSD IDE collaborative engineering and collaborative work capabilities through integration of both commercial off-the shelf (COTS) and government off-the-shelf (GOTS) software applications. Specifically, the contractor shall expand the engineering change proposal process, the Beneficial Suggestion evaluation program, PM-LAV collaboration with selected LAV contractors, and include monitoring and tracking all Modification Instructions (MIs) generated. Additional functionality improvements that relate to systems acquisition support identified during the requirements analysis portion of this study may also be integrated into the IDE. The contractor will deliver an LAV solution that will provide applicability across all of the USMC Program Management Enterprise.

C.4.8 DEPOT WEAPON SYSTEM MANAGER: The contractor shall evaluate/implement/deliver suitable life cycle management functionalities that positively impact/enhance the activities of Depot level life-cycle management responsibilities that occur at the MARCORLOG Bases. Such functionality shall include as a minimum methods for the depots to conduct limited technical inspections, identify vehicle condition and configuration, and track maintenance history prior to induction for IROAN. This functionality shall also allow fleet units to plan for future vehicle maintenance.

C.4.9 CONDITION-BASED MAINTENANCE: The contractor shall implement/integrate Condition Based Maintenance (CBM) functionality developed under a separate PM-LAV contract into the portal. The contractor shall coordinate with the CBM development contractor to share information and plan for integration of the CBM system into the portal. The contractor will also consider and recommend current IDE capabilities for a broader maintenance capability for PM-LAV and the USMC e.g., PQDR and SCOPE data.

C.4.10 REQUIREMENTS ANALYSIS REPORT: The contractor shall design, develop, and submit for approval a Requirements Analysis Report in government- defined format.

C.4.11 DETAILED SYSTEM DESIGN DOCUMENT: The contractor shall design, develop, and submit for approval a Detailed System Design document based on the approved Requirements Analysis Report. The Design document shall be in government-defined format.

C.4.12 USER ACCEPTANCE TEST PLAN: The contractor shall design, develop, and submit for approval a User Acceptance Test Plan and scripts in government-defined format.

C.4.13 TRAINING PLAN: The contractor shall design, develop, and submit for approval an IDE Training Plan in government-defined format.

C.4.14 TRAINING GUIDES: The contractor shall design, develop, and submit for approval User and System Administrator Training Guides for the enhanced IDE functionality. Training guides shall be in government-defined format.

C.4.15 FIELDING PLAN: The contractor shall design, develop, coordinate, and submit for approval a Fielding Plan for implementing the enhance PM-LAV IDE.

C.4.16 STATUS REPORTS: Contractor shall submit monthly status reports in contractor format. The contractor will also provide status briefings as requested by PM-LAV. Briefings may be provided either through VTC or in person, as requested by PM-LAV.

C.4.17 FUNCTIONAL SOLUTION: Contractor shall develop and deliver a fully functional and comprehensive Hardware and Software system that incorporates all identified requirements and is easily exportable/expandable across all of MARCORSYSCOM and/or MATCOM.

- C.4.18 WORKFLOW UPGRADES:
- a. The Contractor shall install the following upgrades to all workflows:
    - 1. Provide the capability to search any field in the database.
    - 2. Provide the ability to search in the Description field using \*.\* or similar command/wildcard notation.
    - 3. Provide the capability to recall and/or modify the workflow after it has been launched, but prior to final approval.
  - b. The Contractor shall install the following upgrades to the Tasking workflow:
    - 1. Provide Completed on-time and Completed Late selection criteria options to tasking report.
    - 2. Provide the capability for users to remove selected attached documents and emails during the approval state.
    - 3. Setup Reminder Feature to run twice daily beginning at 12:00 a.m.
    - 4. Automatically notify assignee by email when a task is due, based on business rules identified by PM-LAV.
    - 5. Allow SMEs to reassign tasks.
  - c. The Contractor shall install the following upgrades to the Travel workflow:
    - 1. Provide the capability for secretary to copy furnish the Budget Office once travel has been approved.
    - 2. Provide notification to secretary after Budget Office has approved funding.
    - 3. Provide the capability for the secretary or supervisor to approve travel orders by selecting Funded/Approved.

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4. Provide CC notification to the secretary at the Initiator and Dev Level only.
  5. Add Field/Column Itinerary Link in Reports and Summary.
  6. Provide options for None or NA in dropdown box for review and approver.
  7. Provide the capability to automatically add the travel information to appropriate team calendars, division calendars, and individual calendars.
- d. The Contractor shall install the following upgrades to the Procurement workflow:
1. Provide the capability to attach files and emails at all stages of processing.
  2. Provide the capability to pull back a PR in process for editing purposes, retain all attachments and comments. Once editing has been completed provide the ability to restart the review process.
  3. Provide CC capability at all stages.
- e. The Contractor shall install the following upgrades to the Training workflow:
1. Provide the option to select specific training days and post to the training calendar as well as the personal calendar.
  2. Add field Location to form.
  3. Add field Location to form view.
  4. Add field/column Location to reports and summary.
  5. Add field School/Training Institute to form.
  6. Add field School/Training Institute to form view.
  7. Add field School/Training Institute to reports and summary.
  8. Provide the capability to have a recurring event (e.g. school every Monday for 6 weeks).
  9. Allow for training classes for training that is not on consecutive days without having to make multiple entries.
- f. For the Report capability, in addition to the agreed to standard reports, the contractor shall allow the user to develop ad-hoc reports similar to querying a database such as Access. The user should be able to select fields, identify criteria for each field, sort fields, etc. These ad-hoc query reports shall be saveable, searchable and reusable. The contractor shall also improve the Push Reports web part to provide the information in a better format for Government use and allow users to show ad-hoc reports are per their requirements.
- g. For the CDRL workflow/calendar, allow changes after initial data loading and provide notification to subscribers when changes have been made. This may be done through a workflow or other method. Also revise CDRL workflow/calendar to allow for multiple delivery dates for a single CDRL.
- C.5.0 ON-SITE IDE SUPPORT TEAM: The Contractor shall provide a senior program manager and a principle computer programmer on-site within PM-LAV, for the duration of Phase II. They will be responsible for coordinating the integration of the Phase II requirements with the PM-LAV IDE, working to coordinate PM-LAV direction with the development team, and troubleshooting any integration problems or IDE performance problems. They will have shall have access, remote and local, to the network server using Government-Furnished Equipment.

\*\*\* END OF NARRATIVE C 001 \*\*\*



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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATION OF PERFORMANCE-BASED PAYMENTS

G.1.1 Attachment 001, "Phase II, Radian, Inc. Performance-Based Milestone Payments," lists the milestones and amounts to be paid upon successful completion of each milestone. They are explained below:

a. Payment. The exact amount to be paid to the contractor upon successful completion of that milestone. There will be only one payment request and payment per month. Payments may be made before the month shown if the event is successfully completed early.

b. Milestone Payment Event. The name of the event. These are not all severable events.

c. Verification. Before the Administrative Contracting Officer (ACO) concurs that the event has been successfully completed, the Contracting Officer's Representative (COR) will verify successful performance through visual inspection when possible, review of contractor documents substantiating successful performance, and coordination with other offices as necessary.

G.1.2 "Contracting Officer" as used in FAR 52.232-32 is the cognizant ACO at DCMC-Manassas. Radian Inc. shall not submit performance-based payment requests directly to DFAS.

G.1.3 In addition to the requirements of paragraph (a) of FAR 52.232-32, the following requirements shall also apply to the form and manner of the contractor's requests for payments.

a. Identification of event that has been successfully completed for which payment is being requested.

b. Radian, Inc. certification that an event has been successfully completed, signed by a Radian, Inc. official and concurred by the ACO.

c. The original copy of the commercial payment request with item b above will be submitted. The contractor shall not use the SF 1443, "Progress Payment Request" form, for his performance-based payment requests.

G.1.4 In order to protect the Government's interests and as stated in FAR 52.232-32 (e)(2), the ACO may reduce or suspend performance-based payments if performance is endangered by the contractor's failure to make progress or by an unsatisfactory financial condition. The ACO may reduce or suspend payments if he has reason to believe that the contractor is failing to make progress on any portion of the contract notwithstanding the successful completion of the events in the attachment.

\*\*\* END OF NARRATIVE G 001 \*\*\*

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	PHASE 2 -RADIANT INC.-PERFORMANCE-BASED PAYMENT SCHEDULE	12-MAR-2003	001	

ATTACHMENT 001  
 Phase II Performance-Based Payment Milestones

<u>DATE</u>	<u>PAYMENT</u>	<u>MILESTONE EVENT</u>	<u>VERIFICATION METHOD</u>
NOV 2002	\$15,727	On-Site Support	On-site support provided
DEC 2002	\$48,488	IPT Project Plans	IPT plan and charter drafted
JAN 2003	\$48,458	508 Compliance Update	Functional requirements defined
FEB 2003	\$46,923	Workflow Upgrade Analysis	Functional baseline document developed
MAR 2003	\$67,685	Workflow Upgrades Design complete	Upgrades ready for user testing
NOTE: The April through November milestones are subject to re-negotiation pending a Program Review in April 2003.			
APR 2003	\$266,264	IETM/MMS Development Analysis	DSD submitted to COR
MAY 2003	\$138,160	ECP (PLM) Solution Development	IPR with an estimated 30% of ECP (PLM)effort completed
JUN 2003	\$128,165	ECP (PLM) Solution Development	IPR with an additional 30% of ECP (PLM)effort completed
JUL 2003	\$109,874	ECP (PLM) Solution	IPR final ECP (PLM) solution delivered
AUG 2003	\$402,584	IETM/MMS Development	IPR with 30% of IETM/MMS solution completed
SEP 2003	\$186,766	IETM/MMS Development	IPR with an additional 30% of IETM/MMS solution completed
OCT 2003	\$163,807	IETM/MMS Development	IETM/MMS systems ready for user testing
NOV 2003	\$16,732	Phase II Final Program Review	Phase II documentation delivered

Program Total:\$1,639,633